0515-3433 Stuart

IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

FILED IN DISTRICT COURT OKLAHOMA COUNTY

KIM TRAN

**Plaintiff** 

JUN 1 9 2015

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TIM KHUDES COURT CLERK Case No. 31

FARMERS NEW WORLD LIFE **INSURANCE COMPANY** 

Defendant

CJ-2015-3433

### **PETITION**

- 1. This is a lawsuit against Farmers New World Life Insurance Company ("FNWL") for its bad faith breach of life insurance contract number 003227280 and breach of Oklahoma's inherent duty of good faith and fair dealing.
- 2. On or about July 18, 1990, FNWL issued life insurance policy number 003227280, insuring the life of Nhuc Vu, and began receiving the monthly premiums.1
- 3. Nhuc Vu was an American citizen with an Oklahoma Driver's License, United States passport, and social security number.<sup>2</sup>
- Kim Tran, an American citizen,<sup>3</sup> is the sole beneficiary on the life insurance policy.<sup>4</sup> 4.
- Premiums were paid on the life insurance policy for more than 23 years. 5.

<sup>&</sup>lt;sup>1</sup> See attached Exhibit 00001-00018, Policy documents.

<sup>&</sup>lt;sup>2</sup> See attached Exhibit 00029, Certificate of Naturalization issued by the United States of America Department of Justice, Exhibit 00028 Oklahoma Driver's License, and Exhibit 00028 Social Security Card (redacted), and Exhibit 00036 United States Passport.

<sup>&</sup>lt;sup>3</sup> See passport of Kim Tran, attached as Exhibit 00037.

<sup>&</sup>lt;sup>4</sup> See Exhibits 00030-00031, beneficiary designation, and Exhibit 00032 FNWL acknowledgment of the change in beneficiary designation. See also exhibit 00061-00062, October 24, 2013 letter from Mr. Reed Baker in the FNWL Life Claims Department in which he states in pertinent part, "...we are writing to confirm that you are the beneficiary on this policy."

- 6. Nhuc Vu and Kim Tran trusted for all those many years that when Nhuc Vu passed away that FNWL would pay the promised life insurance policy benefits to Kim Tran.
- 7. The life insurance policy <u>promised</u>, among other things, "If you die ... we will pay the proceeds to the beneficiary on receipt of proof of your death."<sup>5</sup>
- 8. The policy did not purport to have complicated procedures for securing the policy benefits or provisions that required a heightened standard of proof, but instead simply said that FNWL would pay upon receipt of proof of death.<sup>6</sup>
- 9. The policy agreement did <u>not</u> require any of the following:
  - 9.1. A certified official death certificate issued in the country where the death occurred with raised or colored seals.
  - an official claimant statement for insurance proceeds form completed and signed by the beneficiary,
  - 9.3. authorizations to obtain information signed by the next of kin,
  - 9.4. a foreign death questionnaire,
  - 9.5. a completed report of the death of an American Citizen Abroad,
  - 9.6. a form W-8BEN, or
  - 9.7. the *original* policy production.<sup>7</sup>
- 10. FNWL, (and all insurance companies in Oklahoma) have an inherent duty, as part of the sacred covenant of good faith and fair dealing, to give the insured the benefit of any doubt that arises during the claim process.<sup>8</sup>

<sup>&</sup>lt;sup>5</sup> See Exhibit 00007, first paragraph under section, "Payment of Proceeds".

See attached Exhibit 00001-00018, Policy documents.
 See attached Exhibit 00001-00018, Policy documents.

<sup>&</sup>lt;sup>8</sup> On June 13, 2013, the director of life claims at FNWL, Michael Hoetzel, testified that he agreed that an insurance company must always give the insured the benefit of the doubt.

- 11. Nhuc Vu passed away on or about 6:55 A.M. on October 19, 2013 in Vietnam due to illness.
- 12. Kim Tran notified FNWL, through FNWL's agent, on or about October 21, 2013 of the death of Nhuc Vu and requested FNWL pay the promised life insurance policy proceeds.
- 13. FNWL's agent told Kim Tran that he would notify the claims department of the death.
- 14. On October 24, 2013, FNWL wrote Kim Tram and acknowledged the death of Nhuv Vu by referring to him as "deceased" and stating, "Please accept our condolences on the death of your brother."9
- 15. Despite FNWL acknowledging the fact that Nhuv was now deceased and with the knowledge that FNWL owed the life insurance policy proceeds, FNWL began making lengthy requests and stipulations to delay the claim process and any claim payment, by stating that FNWL would "need" 10 the following documents:

<sup>(131:15-18, 132:5-7).</sup> The Vice President of FNWL, John Patton, testified on November 18, 2013, that it is FNWL's procedure that if there is doubt as to the issues in a claim, then FNWL grants the benefit to the beneficiary. (22). Craig Williamson, the special investigator for FNWL testified on November 19, 2013 that the covenant of good faith and fair dealing requires that an insurance company <u>always</u> give the insured the benefit of the doubt. (119)

<sup>&</sup>lt;sup>9</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

<sup>&</sup>lt;sup>10</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

- 15.1. Claimant's Statement for Insurance Proceeds form completed and signed by the beneficiary (even though one was not provided for Kim Tran to fill out)<sup>11</sup>
- 15.2. Authorization to Obtain Information signed by the next of kin (even though one was not provided to fill out)<sup>12</sup>
- 15.3. The official Death Certificate issued in the country where the death occurred (even though no help was offered in trying to figure out how to obtain this document)<sup>13</sup>
- 15.4. Foreign Death Questionnaire completed with all pertinent claim information (even though one was not provided)<sup>14</sup>
- 15.5. A completed Report of the Death of an American Citizen Abroad, if applicable (even though one was not provided)<sup>15</sup>
- 15.6. Form W-8BEN completed if the beneficiary has not been issued a Social Security Number<sup>16</sup>
- 15.7. The original policy<sup>17</sup>
- 15.8. A death certificate with a "raised or colored seal". 18

<sup>12</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

<sup>13</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

<sup>14</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

<sup>15</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

<sup>16</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

<sup>17</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

<sup>&</sup>lt;sup>11</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

- 16. FNWL's letter also stated that the only documents that FNWL wanted submitted were <u>original</u> signed documents.<sup>19</sup>
- 17. FNWL made it clear in the letter that FNWL "cannot accept photocopies or faxed copies." <sup>20</sup>
- 18. These conditions and stipulations to claim payment were not contained or agreed upon in the policy issued more than 23 years ago.<sup>21</sup>
- 19. However, because Mr. Vu died in Vietnam, the only way Kim Tran could possibly come up with the documents that FNWL demanded would be to actually travel to Vietnam, the country where the insured died.
- 20. On December 23, 2013, FNWL's employee, Reed Baker, wrote to the beneficiary, Kim Tran, cc'd FNWL's agent, and again reiterated that FNWL required that Kim Tran provide original signed official death certificate issued by the country where the death occurred and a completed report of the death of an American citizen before any claim would be paid.<sup>22</sup>
- 21. FNWL's letter also claimed that the death certificate had to bear a raised or colored seal, which could only be obtained in the country where the death occurred.<sup>23</sup>
- 22. FNWL never provided a copy of a "Report of the Death of an American Citizen Abroad", explained whether it was "applicable", or whether it was required.

<sup>&</sup>lt;sup>18</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

<sup>&</sup>lt;sup>19</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

<sup>&</sup>lt;sup>20</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

See Exhibit 00007, first paragraph under section, "Payment of Proceeds", attached.
 See Exhibit 00069-00071, letter from FNWL employee, Reed Baker, attached.

<sup>&</sup>lt;sup>23</sup> See Exhibit 00069-00071, letter from FNWL employee, Reed Baker, attached.

- 23. On December 31, 2013, FNWL's agent wrote to the US Embassy in Ho Chi Minh City stating,
  - "Our client, Nhuc Vu, passed away while living in Vietnam on October 19, 2013. He had a life insurance policy with [FNWL], policy number 003227280. In order for us to process the death claim, we are in need of an original death certificate, which, we understand, you will be able to provide..."
- 24. This letter constituted another admission by an agent or employee of FNWL that Nhuc Vu was in fact dead, but FNWL still failed to pay the owed money.
- 25. On January 13, 2014, FNWL's employee, Reed Baker, wrote to the beneficiary, Kim Tran, cc'd FNWL's agent, and reiterated that FNWL required that Kim Tran provide **original signed official** death certificate issued by the country where the death occurred (Vietnam) and a completed report of the death of an American citizen.<sup>25</sup>
- 26. On February 3, 2014, FNWL's employee, Reed Baker, wrote again to the beneficiary, Kim Tran, again cc'd FNWL's agent, and again reiterated that FNWL required that Kim Tran provide **original signed official** death certificate issued by the country where the death occurred and a completed report of the death of an American citizen.<sup>26</sup>
- 27. On November 17, 2014, the United States of America, Social Security Administration spoke to Kim Tran, Kim Tran advised the Social Security Administration about the death of Mr. Vu, the Social Security Administration inputted the death into the federal government records, and accepted the fact that

<sup>&</sup>lt;sup>24</sup> See Exhibit 00066, letter from FNWL agent to US Embassy Ho Chi Mien City, attached.

<sup>&</sup>lt;sup>25</sup> See Exhibit 00075, letter from FNWL employee, Reed Baker, attached.

<sup>&</sup>lt;sup>26</sup> See Exhibit 00076, letter from FNWL employee, Reed Baker, attached.

- Mr. Vu was in fact dead (without production of a foreign death certificate or the other documentary demands made by FNWL).<sup>27</sup>
- 28. On or about November 19, 2014, Plaintiff contacted FNWL's agent and requested that FNWL's claim department accept the United States Government's social security determination as acceptable proof of death, and pay the claim.
- 29. By about November 21, 2014, FNWL had reviewed the social security document and denied the claim of the Plaintiff stating that the letter was not proof of death and again claimed that FNWL <u>always</u> insists on a certified death certificate, one that has been certified by the local bureau of vital statistics or other responsible agency, and bears a raised or colored seal.
- 30. On December 18, 2014, UMB Bank accepted the fact that Mr. Vu had passed away and provided written confirmation of same, without the requirement of a foreign death certificate or the other documentary demands of FNWL.
- 31. Even after FNWL knew Mr. Vu had passed away (evidenced by FNWL's letter from October 24, 2013 in which it stated, "Please accept our condolences on the death of your brother" and other letters referred to Mr. Vu as 'deceased'), on March 23, 2015, FNWL sent a letter to their deceased insured, Nhuc V Vu demanding that he pay the life insurance premium and threatening "failure to pay all premiums billed may jeopardize continuation of coverage." 29

<sup>9</sup> See Exhibit 00084-00085, billing statement issued to Nhuc Vu from FNWL.

<sup>&</sup>lt;sup>27</sup> See Exhibit 00081, letter from Social Security Administration.

<sup>&</sup>lt;sup>28</sup> See attached Exhibit 00061-00062, letter from Reed Baker, Life Claims Department, Farmers New World Life Insurance Company.

- 32. On or about April 17, 2015, Kim Tran delivered to FNWL's agent a hand written letter<sup>30</sup> explaining why FNWL should know that the insured had passed away, along with notices from the bank and the government substantiating death, and requested that the information be forwarded to the FNWL claims department, but the claim still remained unpaid.
- 33. By April 28, 2015, Kim Tran had had enough. She paid for the expense of booking travel to go to Vietnam, boarded an airplane on United Airlines, flew first from Oklahoma City to San Francisco<sup>31</sup>, then from San Francisco to Hong Kong<sup>32</sup>, and then from Hong Kong to Ho Chi Minh city<sup>33</sup> in order to try to obtain the documentation that FNWL continued to demand.
- 34. On May 21, 2015, after Kim Tran had left for Ho Chi Minh City, to try to obtain the information that FNWL demanded, FNWL wrote Kim Tran and cc'd the FNWL agent. While continuing to refer to Nhuc Vu as deceased, it still refused to pay the claim, and warned that the process of concluding the handling 'can take time.' 34
- 35. On June 2, 2015, Kim Tran flew back to Oklahoma City with the documentation FNWL demanded and conclusive proof that the insured was in fact dead.<sup>35</sup>
- 36. Photographs that are marked exhibits 20003-20034 (attached) speak for themselves. The insured is dead and has been since the Plaintiff first notified FNWL over a year and a half ago.

<sup>&</sup>lt;sup>30</sup> See Exhibit 00109-00114, letter from Kim Tran to FNWL

See Exhibit 00094, boarding pass from Oklahoma City to San Francisco

<sup>32</sup> See Exhibit 00096, boarding pass from San Francisco to Hong Kong

<sup>33</sup> See Exhibit 00098, boarding pass from Hong Kong to Ho Chi Minh

<sup>34</sup> See attached Exhibit 000108, letter from FNWL

<sup>&</sup>lt;sup>35</sup> See attached Exhibits 000100-000105, boarding passes from Ho Chi Minh City to Hong Kong, to San Francisco, to Oklahoma City.

- 37. See also death certificate with color seal obtained in Vietnam, exhibit 00065.
- 38. FNWL has unreasonably, and in bad faith, refused to pay this claim, even though it knows or reasonably should know that it clearly owed the money.
- 39. FNWL should have given their own beneficiary the benefit of the doubt, not required her to obtain documentation that could only be gathered by traveling to Vietnam, and simply paid the claim.
- 40. As a result of FNWL's bad conduct, Kim Tran has incurred certain damages, including not being paid the money owed on the life insurance policy, having to incur unreasonable and unnecessary travel expenses and other out of pocket costs to travel out of the country to gather evidence of the death of the insured, mental distress and anxiety, attorney fees, and costs.
- 41. This lawsuit seeks a jury verdict against FNWL for the money that FNWL should have paid Kim Tran for benefits owed on the life insurance policy, her other out of pocket costs associated with her trip to Vietnam, other actual damages, and also seeks a verdict for punitive damages, to punish and deter FNWL (and other similar companies) from engaging in similar bad faith conduct.
- 42. The amount of money demanded in this lawsuit is in excess of \$75,000.
- 43. FNWL is a life insurance company organized in the state of Washington.
- 44. FNWL's principle place of business is also in Washington.
- 45. This court is a proper venue.
- 46. This Court has subject matter jurisdiction.
- 47. This Court may assert personal jurisdiction over the Defendant because the Defendant has sufficient minimum contacts with the state of Oklahoma such that

- this Court's assertion of personal jurisdiction does not offend traditional notions of fair play and substantial justice.
- 48. FNWL sells many life insurance policies throughout the state of Oklahoma through many appointed insurance agents.
- 49. FNWL collects premiums from many people in Oklahoma on life insurance policies and these people deserve to have their future claims paid promptly and the claims investigated in good faith by FNWL.
- 50. On the policy at issue, policy number 003227280, all premiums were paid.
- 51. On the date of the insured's death, the policy was in full force and effect.
- 52. The beneficiary more than complied with all her duties and obligations.
- 53. FNWL breached the duty of good faith and fair dealing by not conducting a proper claims investigation, not agreeing to pay the claim when it should have, unreasonably requiring the beneficiary to obtain documentation that was not necessary to pay the claim, engaging in unreasonable delays, and effectively denying the claim.
- 54. FNWL breached the insurance contract by not paying the claim when it should have and breached the duty of good faith and fair dealing in not fulfilling its contractual promise to pay, failing to investigate the claim promptly and properly, attempting to shift the burden of claims investigation to the insured, refused to honor Plaintiff's claims for reasons not provided for in the policy, attempted to apply restrictions not actually contained in the policy, attempted to collect premiums on the life insurance policy after the insured was dead, refused to honor Plaintiff's claims by knowingly misconstruing and misapplying policy

provisions, failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under the above articulated policy, failed to make prompt payment of this valid claim, forced the insured to travel overseas in order to obtain evidence of death, forced the insured to retain counsel in order to secure benefits that Defendant knows or reasonably should know are payable under the policy, failed to properly evaluate any investigation that was performed, failed to adequately assist the insured through the claims process, unreasonably delayed owed payment, failed to treat the insured with equal regard to that of its own interests, put the insurance company's interest in saving money ahead of the beneficiary's interest being paid, failed to keep the beneficiary reasonably informed regarding the claim, did not handle the claim properly or in good faith, failed to take into account what the insured has to say and actually listen to the insured, failed to give the insured the benefit of the doubt, failed to properly justify the claim denial, and then failed to make payment of the valid claim.

- 55. The above breaches of duty of good faith and fair dealing, and the breach of contract give rise to this action.
- 56. Plaintiff demands judgment against the Defendant for an amount in excess of \$75,000, plus attorneys' fees and costs.

Dated this 19th day of June, 2015.

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ATTORNEYS FOR PLAINTIFF

# Farmers New World Life Insurance Company

Home Office Mercel Island, Washington A STOCK COMPANY



Insured NHUC V VU

003227280 Policy Number

In this policy the Insured will be referred to as "you" and Farmers New World Life Insurance Company will be referred to as "us" or "we".

In consideration of the application and payment of premiums we insure you in accordance with the provisions of all the pages of this policy.

We will pay the proceeds in the manner provided in the section titled Payment of Proceeds.

Your benefits under this policy, the amount of the premium, the premium due dates, and other policy data are shown as the Policy Specifications on the last page of this policy.

#### Notice of Your Right to Return This Policy

This policy may, at any time within 10 days after its receipt by you, be returned for cancellation by delivering it or mailing it to the agent through whom it was purchased, to a branch office, or to our office, Mercer Island, Washington. Such delivery or mailing of policy shall void the policy from the beginning and the parties shall be in the same position as if no policy or contract had been issued. All premiums paid and any policy fee paid for the policy will be refunded to you.

SEAL 1910

Glen W. Vining

President

Robert W. Biggs

Secretary

### Case 5:15-cv-00743-HE Document 1-1 Filed 07/09/15 Page 14 of 97

### Farmers New World Life Insurance Company

Policy Specifications

INSURED

NHUC V VU

INSURANCE AGE AT ISSUE

POLICY NUMBER 003227280

PRINCIPAL SUM

\$20.000

DATE OF ISSUE JULY 18, 1990

PREMIUMS - PREMIUMS ARE DUE AND PAYABLE FOR THE NUMBER OF YEARS SHOWN IN THE SUMMARY BELOW, OR UNTIL YOUR PRIOR DEATH. TOTAL PREMIUMS. YEARS 1-3 ARE GUARANTEED. THEREAFTER, AT 3 YEAR INTERVALS, PREMIUMS MAY VARY SUBJECT TO THE MAXIMUM TOTAL PREMIUM. THE TOTAL ANNUAL PREMIUM WILL BE REDUCED BY THE AMOUNT OF SPECIFIED PREMIUM FOR ANY ADDITIONAL BENEFIT UPON TERMINATION OF THAT ADDITIONAL BENEFIT PROVISION OR RIDER SHOWN BELOW. YOU HAVE ELECTED TO PAY SPECIAL PREMIUMS. THE FIRST MODE PREMIUM IS DUE AND PAYABLE ON THE DATE OF ISSUE. SUBSEQUENT MODE PREMIUMS ARE PAYABLE EVERY MONTH.

MODE PREMIUMS

ANNUAL

SEMIANNUAL

SPECIAL

88-1E8#

\$423.9L

\$70.65

PREMIUM CLASS STANDARD

BENEFIT

ANNUAL PREMIUM

PAYABLE

WHOLE LIFE CURRENT BASIC PREMIUM

\$831.20

3 YEARS

TOTAL PREMIUM, FIRST B YEARS

\$831.20

3 YEARS

MAXIMUM TOTAL PREMIUM THEREAFTER \$1,092.20 39 YEARS

ANNIV7-18-90 - 20,000 the insured . Ver MAUC

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1987-100-NONPARTICIPATING VARIABLE PREMIUM WHOLE LIFE. PREMIUMS PAYABLE TO AGE 100 OR UNTIL PRIOR DEATH.

This policy is a legal contract between you and us. READ YOUR POLICY CAREFULLY. This LIFE INSURANCE policy provides death protection for as long as you live during the period of coverage. That period, the premium payment details, and other policy data are shown in the policy specifications on the last page of this policy.

# **ALPHABETIC GUIDE TO YOUR POLICY**

		PAGE
Assignments		4
Automatic Reinstatement		7
Beneficiary		
Conformity to State Law		
Contract	• • •	3 3
General Provisions		3
Green Paried		3
Grace Period	• • •	
Guaranteed Values		9
Incontestability		3
Method of Calculation		- 11
Misstatement of Age or Sex		3
Nonparticipating		3
Ownership		4
Policy Loans		. 8
Policy Specifications		Last Page of Policy
Premium Payments	1971	7
Proceeds		5
Reinstatement	1	7
Settlement Privileges		5
Suicide	•	3
Surrender Value		9
Table of Guaranteed Values		10
IGUIS OF CONTRACTOR ACTIONS		LU

### **ADDITIONAL BENEFITS**

Any additional benefits shown on the policy specifications page or endorsements will follow the Table of Values.

00003

Page 1

57-0528 12-86

### **DEFINITIONS**

The sum of your age at issue plus the number of policy years completed since issue. **Attained Age** 

Beneficiary The person who will receive the proceeds of the policy.

**Evidence of** Information about a person which is used to approve or reinstate the policy Insurability

In Force In effect. An insurance policy that is in force will provide a benefit if the insured loss occurs. If the

policy is not in force there will be no benefit.

Issue Age Your age as of your last birthday on the date the policy was issued.

**Issue Date** The effective date for your coverage. Policy months, years, and anniversaries are measured from

the issue date.

Lapse The policy will lapse if the premium is not paid by the end of the grace period. The lapse date will be

that of the premium due date.

**Principal Sum** The amount of death benefit shown on the policy specifications page. The actual proceeds paid

may be more or less than the principal sum.

Reinstate To restore the policy to a premium paying basis.

**Special Premium** A classification, for underwriting purposes, which affects the premium required to insure an

individual.

Surrender To cancel the policy by signed request from the owner.

**Terminate** The benefits and insurance end under any of the terms of the policy.

Class

# **GENERAL PROVISIONS**

#### Contract

The entire contract is:

1. this policy;

2. the application attached at issue;

3. any attached amendments to the application; and

4. any attached riders and endorsements.

In the absence of fraud, we will consider all statements in the application to be representations and not warranties. No statement by you or the applicant will be used by us to contest a claim unless the statement is in the attached application or in an attached amendment to the application.

#### Modifications

Any change in the terms of this contract must be in writing and signed by one of our officers. A copy of the change will be attached to and made a part of this policy. No agent has the authority to change any terms or conditions of this contract.

#### Incontestability

We will not contest this policy after it has been in force for two years during your lifetime except for nonpayment of premiums. This provision does not apply to any additional benefits for disability or accidental death.

If this policy is reinstated, we will not contest any statements on the reinstatement application after the policy has been in force for two years from its date of reinstatement during your lifetime.

#### Suicide

If, within two years from the issue date, you die by suicide, while sane or insane, we will limit the amount payable to the premiums paid less any policy loans.

# Misstatement of Age or Sex

If your age or sex was misstated, the amount payable will be that which the premiums paid would have purchased at the correct age or sex.

You may file proof of age or sex at any time. Once your age or sex is established to our satisfaction, we will use this age or sex in any settlement.

#### Conformity to State Law

This policy is subject to the laws of the state in which it is delivered. Any terms which are in conflict with these laws are amended to conform.

#### **Nonparticipating**

This policy is nonparticipating. It does not share in our surplus earnings. We will pay no dividends on this policy.

# OWNERSHIP

Owner

You are the owner of this policy unless:

1. another person is named as owner in the application; or

2. a new person is named as provided in the Change of Owner section below.

Rights of Ownership

During the lifetime of the insured, the owner has the right to:

1. any benefit this policy pays; and

any value this policy provides; as well as
 any rights and privileges this policy confers.

Change of Owner

The owner may name a new owner by notifying us in writing while the insufed is alive. When we receive acceptable signed notice, the change will take effect on the date the notice was signed. The change is subject to any action we may have taken before receiving the notice.

**Assignments** 

The owner may assign this policy. We are not bound by an assignment unless duplicate signed forms are filed with us. We are not responsible for the validity of an assignment. The rights of the owner and the beneficiary are subject to the rights of the assignee.

# BENEFICIARY

Beneficiary Designation

The beneficiary is the person or persons named to receive the proceeds at your death. The beneficiary is as named in the application or as changed by the owner's signed request while you are living.

If no beneficiary is living when you die, we will pay the proceeds to the owner or to the owner's

Change of Beneficiary The beneficiary may be changed at any time before your death. The charge must be signed by the owner and sent to us. The change will take effect on the date it was signed, subject to any action taken by us before we receive the request.

15-Day **Delay Clause**  A delay clause may be requested in the application or in any acceptable signed request filed with us. This clause provides if the beneficiary dies within 15 days following your death (not including the date of death), the proceeds will be paid as if the beneficiary died before you.

Future Children Clause

A clause including future children as beneficiaries may be requested in the application or in any acceptable signed request filed with us. This clause provides that dhildren born of your present marriage to the primary beneficiary prior to the end of 10 months after the date of your death shall share equally with the other children in the beneficiary class designated. This clause does not provide for payment to children born to these future children.

Required Signatures

The owner must sign all requests for:

1. a change of beneficiary,

2. a delay clause, or

3. a future children clause

# **PROCEEDS**

# Payment of Proceeds

If you die while this policy is in force, we will pay the proceeds to the beneficiary on receipt of proof of your death. If no beneficiary survives you, we will pay the proceeds to the owner or the owner's estate. Payment will be made in one sum unless a settlement option with a different method of payment is chosen.

### Amount Payable

At your death we will pay:

1. the principal sum; less

2. any policy loans and accrued loan interest; plus

3. the amounts to be paid under the terms of any attached riders.

The proceeds will be increased by any part of a premium paid beyond the policy month of your death. The proceeds will be decreased by any overdue monthly premium due at the date of your death.

# SETTLEMENT PRIVILEGES

#### Settlement

The proceeds of this policy may be paid in one sum. The proceeds may also be paid under any reasonable settlement that may be arranged with our consent. When the proceeds from a death claim are payable as one sum, your beneficiary may select a reasonable settlement. When you select a settlement, your beneficiary may not assign or receive payments before they are due unless expressly given this right by you.

A payee may name a contingent payee to receive any final amount that would otherwise be paid to the payee's estate.

#### Restriction

Any settlement requires the proceeds to be at least \$2500 and any periodic payments to be at least \$25. The first installment will be due, or interest will begin on the date of death, maturity, or surrender.

#### **Options**

A brief outline of several specific settlements are listed below. The amounts and interest rates shown in the options are based on guaranteed minimum interest rates. We may choose to use rates which are higher than the guaranteed minimum rate. These rates are subject to change at any time. Information regarding current rates is available from our home office.

#### Interest Accumulation

Proceeds will earn interest at the rate of 3½ percent per year compounded annually. We may retain these funds under this option for not longer than five years. If the beneficiary is a minor we may retain these funds until the beneficiary attains the age of majority.

#### Interest Income

Each \$1000 of proceeds will yield an income of not less than \$35.00 annually, \$17.35 semiannually, \$8.64 quarterly, or \$2.87 monthly. Unless you direct otherwise, the payee may withdraw the proceeds at any time. After the first year, we may defer such withdrawal for up to six months.

#### Income— Period Certain

We will pay installments for a specified period. The amount of each installment will not be less than those shown in the following table. If the payee dies prior to the end of the specified period, the installments remaining to the end of the period will be paid to the contingent payee. The contingent payee may elect to receive a single commuted amount in lieu of installment payments.

Number of Installments	Amount of Each Monthly Installment	Number of Installments	Amount of Each Monthly Installment
12 24 36 48 60 72 84	\$84.65 43.05 29.19 22.27 18.11 15.35 13.38	96 108 120 180 240 300	\$11.90 10.75 9.83 7.10 5.75 4.96

Income— Amount Certain

Income-Life

We will pay installments of a specified amount until the proceeds, together with 3½ percent interest compounded annually, are paid in full.

We will pay installments for the lifetime of the payee but for not less than a guaranteed period. If the payee dies prior to the end of the guaranteed period, the installments remaining will be paid to the contingent payee. The contingent payee may choose to receive a single computed amount in lieu of installments.

The installments will not be less than those determined using the method and table below:

- If you chose the payments for your beneficiary before your death, we will add 3 years to the beneficiary's age at last birthday prior to the date of the first payment.
- 2. For any other payee the age used shall be the age at last birthday prior to the date of the first payment.

We may request proof of age of the payee.

			-	AMOIIN	T OF FACH M	ONTHLY INST	ALL MENT				
And a	10 ox - 1		mber of Install		(Per \$1,000	of Proceeds)				-	
		100			-Arrel	Age of	11.00	Nun	Number of Installments Guaranteed		
Mole	Female	60	120	180	240	Male	Female	60	120	180	240
10 and under	15 and under	3.01	3.01	3.01	3.01	45 46 47 48 49	50 51 52 53 54	4.10 4.17 4.26	4.08 4.15 4.23	4.05 4.11 4.18	3.99 4.06
11 12 13 14	16 17 18 19	3.03 3.04 3.05	3.02 3.04 3.05	3.02 3.03 3.05	3.02 3.03 3.05	48 49	53 54	4.34 4.43	4.31 4.40	4.26 4.34	4.06 4.12 4.19 4.25
14	19	3.06	3.06	3.05 3.06	3.06	50	55	4.53	4.49	4.42	4.32
15 16 17 18 19	20 21 22 23 24	3.08 3.09 3.11 3.12	3.08 3.09 3.11	3.08 3.09 3.10 3.12	3.07 3.09 3.10	50 51 52 53 54	55 56 57 58 59	4.53 4.63 4.73 4.83 4.94	4.58 4.68 4.78 4.88	4.42 4.50 4.59 4.67 4.76	4.32 4.39 4.46 4.53 4.60
19	24	3.12 3.14	3.12 3.14	3.12 3.14	3.12 3.13	55	60 61	5.07 5.18	4.99	4.86	4.67
20 21 22 23 24	25 26 27 28 29	3.16 3.18 3.19	3.16 3.17 3.19	3.15 3.17 3.19	3.15 3.17 3.19	55 56 57 58 59	62 63 64	5.30 5.43 5.57	5.09 5.20 5.32 5.44	4.95 5.04 5.13 5.22	4.81 4.87 4.87
	28	3.21 3.23	3.21 3.23	3.21 3.23	3.19 3.21 3.23	60		5.72 5.87	5.57 5.70		5.00 5.07
25 26 27 28 29	30 31 32 33 34	3.26 3.28 3.30 3.33	3.25 3.28 3.30 3.32 3.35	3.25 3.27 3.30 3.32 3.35	3.25 3.27 3.29 3.31	60 61 62 63 64	65 66 67 68 69	6.04 6.21 6.40	5.84 5.99 6.14	5.32 5.43 5.53 5.64 5.74	5.13 5.19 5.25
1000	34	3.35	3.35	3.35	3.34	65	70 71	6.61	6.31 6.48	5.85 5.95	5.31 5.36
30 31 32 33 34	35 36 37 38 39	3.38 3.41 3.44 3.47	3.38 3.40 3.43 3.46	3.37 3.40 3.43	3.36 3.39 3.42	65 66 67 68 69	72 73 74	7.05 7.30 7.56	6.65 6.83 7.01	6.06 6.16 6.26	5.40 5.44 5.48
34	39	3.50	3.49	3.46 3.49	3.45 3.48	70	75	7.84 8.10	7.20 7.37	6.36	5.52
35	40	3.53	3.53 3.57	3.52	3.51	70 71 72 73 74	75 76 77 78 79	8.39	1 7.55	6.43 6.51	5.54 5.56
35 36 37 38 39	40 41 42 43	3.58 3.62 3.66 3.72	3.62 3.66	3.56 3.61 3.65 3.70	3.55 3.59 3.63	L. Kenne		8.68 9.00	7.72 7.90	6.58 6.65	5.57 5.59
		3.1	3.71	3.70	3.68	75	80 81	9.32 9.71	8.07 8.26	6.70 6.76	5.60 5.61
40 41 42 43 44	45 46 47	3.77 3.83 3.89		3 75 3 80 3.86	CAC	75 76 77 78 79	80 81 82 83 84	10.12 10.54 10.99	8.44 8.62 8.78	6.81 6.85 6.89	5.62 5.62 5.63
44	48 49	3.96 4.03	3.94 4.01	3.92 3.98	3.88	80 and over	85	11.45	8.94	6.91	5.63

# PREMIUMS AND REINSTATEMENT

#### Premium **Payments**

Premiums are payable in advance either at our home office or to one of our authorized agents. We will provide a receipt signed by one of our officers upon request.

You may pay annually, semiannually or quarterly. You may pay monthly if your premium payment is at least \$15.00 per month. You may change the frequency of your payment at the beginning of any policy year. You may change to an annual payment by paying the balance of the premium for the policy year.

To calculate the premium for other than annual, multiply the total annual premium by the following factor:

Semiannual .51 Quarterly .30 Monthly

#### Premium Change

For policy years 1 through 3 the premium is shown on the policy specifications page. The Current Basic Premium is guaranteed for 3 years. The premiums for any riders are guaranteed for the duration of the riders.

For policy years 4 and after, we will redetermine the premium. Premium changes will only be made at the end of 3 year intervals. The new premium will be guaranteed for the following 3 years.

Any premium change will apply to all policies with the same issue age, sex, premium class, face amount and calendar year of issue. Your guaranteed values will not be affected by any premium change. We will not change premiums because of any change in your health or occupation.

The premium for the policy and any riders will never exceed the Maximum Premium shown on the policy specifications page.

#### **Grace Period**

We allow a grace period of 31 days following the due date of each premium after the first. This policy will continue in force during the grace period. If you die during the grace period, a monthly premium will be deducted from the proceeds. If a premium is not paid by the end of the grace period, this policy will end except as provided in the Guaranteed Values section.

#### Reinstatement

You may reinstate this policy within five years of a lapse in premium payments. Reinstatement is not allowed if this policy has been surrendered for cash.

- To reinstate this policy you must:

  1. provide evidence of insurability which is acceptable to us; and
- pay past due premiums plus interest at the rate of 6 percent compounded annually; and 3. pay off or reinstate any policy loan outstanding at the date of lapse plus accrued loan interest to the date of reinstatement; and
- return to us any Paid Up Life or Extended Term Insurance endorsement previously issued.

#### **Automatic** Reinstatement

Page 7

We will automatically reinstate your policy within 20 days after the end of the grace period if we receive your payment while you are living.

# **POLICY LOANS**

#### General

While this policy is in force as other than Extended Term Insurance, you may make a loan for all or part of the loan value. The policy must be assigned to us as sole security. We may defer a policy loan for up to six months except to pay premiums.

#### Loan Value

The loan value is the cash value shown in the Table of Values less:

any due and unpaid premiums; and
 any existing loans including interest; and

3. any additional loan interest due on the next anniversary date.

#### Interest Rate

Interest accrues daily on the loan. The interest rate is 8 percent per year, dompounded annually. We may change the interest rate, but it will never exceed the maximum rate of 8 percent. We will notify you of any increase in loan interest at least 30 days before the new rate becomes effective.

#### Interest Due

Interest is due on each policy anniversary or, if earlier:

the date of death, lapse, surrender, or reinstatement; or
 the date this policy is continued as Paid Up Life or Extended Term Insurance; or

3. the date of a policy loan increase or repayment.

Any interest not paid when due becomes part of the loan and accrues interest.

#### Loan Repayment

You may repay all or part of any policy loan plus accrued interest at any time before your death or before any Guaranteed Values Option goes into effect. Any loan repayment must be for at least \$25.

#### Unpaid Loans

We will deduct any unpaid loans from the proceeds. If this policy is in force under Option 2 or Option 3 of the Guaranteed Values section:

1. An unpaid loan deducted on fixing the Paid Up Life or Extended Term Insurance may not be repaid unless the policy is reinstated.

2. The unpaid loan is not deducted again from any proceeds payable before reinstatement.

If the unpaid loan plus accrued interest equals or exceeds the cash value, this policy will lapse 31 days after notice is mailed to you or any assignee.

#### Automatic Premium Loan

Past due premiums are paid automatically by loan if:

1. you make a signed request in the application or before the grace period ends; and

you have not revoked the automatic premium loan option in writing; and
 your policy has enough loan value to pay for at least one day's insurance.

You may resume premium payments at any time while this policy stays in forge under this provision.

# **GUARANTEED VALUES**

#### General

On any date that this policy has a surrender value, as defined below, you are guaranteed that value even if you stop paying premiums. This value may be applied to one of the three options listed below.

#### Surrender Value

The surrender value is:

the cash value shown in the Table of Values; less
 any policy loan plus interest outstanding.

#### Option 1: Surrender

You may submit this policy with your signed request for surrender and we will pay you the surrender value.

We reserve the right to defer the payment of the surrender value for up to 6 months or the period allowed by law, whichever is less.

#### Option 2: Paid Up Life Insurance

#### THIS OPTION IS AUTOMATIC IF THE POLICY IS IN A SPECIAL PREMIUM CLASS.

You may continue the policy as Paid Up Life Insurance. If your policy does not have a loan, the amount of Paid Up Life Insurance is shown in the Table of Values. If your policy has a loan, the surrender value will be used as a net single premium at your attained age to determine the amount of Paid Up Life Insurance.

This Paid Up Life Insurance will be payable under the conditions outlined in the policy endorsement which will be issued to you. It will have cash and loan values. It may be surrendered within 30 days after any anniversary date for its surrender value on that anniversary date.

#### Option 3: Extended Term Insurance

#### THIS OPTION IS NOT AVAILABLE IF THE POLICY IS IN A SPECIAL PREMIUM CLASS.

You may continue this policy as Extended Term Insurance. The amount of Extended Term Insurance will equal the principal sum less any policy loan. The period of Extended Term Insurance is shown in the Table of Values unless there is a policy loan. If there is a policy loan, the surrender value will be used as a net single premium at your attained age to determine the period of Extended Term Insurance.

This insurance may be surrendered for its net present value at any time. Within 30 days after any anniversary date, it may be surrendered for its net present value on the anniversary date.

#### Automatic Option

Unless your policy is in a special premium class, we will automatically exercise Option 3:

if you do not pay a premium within the grace period; and
 if the automatic premium loan provision is not in effect.

If your policy is in a special premium class, Option 2 will be the automatic option.

# Selection of Option

You may select an option available to you at any time by sending us a signed request. However, you must make a selection within 60 days after the due date of an unpaid premium or the automatic option will take effect.

# Effect on Riders

When an option becomes effective, all riders will end unless otherwise provided for in the rider.

#### **Reserve Basis**

The reserves for this policy are calculated using the Commissioners 1980 Standard Ordinary Mortality Table, the Commissioners Reserve Valuation Method, and age last birthday. The statutory valuation interest rate is determined in accordance with the standard valuation law of the state in which the policy is delivered.

#### **Table of Guaranteed Values**

The guaranteed values for your policy are determined by your age and sex at issue and by the number of years that premiums have been paid. These values are affected by a policy loan. Due allowance will be made for any premium paid for a fraction of a year. The Cash and Paid Up Life values are for each \$1000 of principal sum. The Extended Term Insurance values are for the principal sum for the period shown. Extended Term Insurance is not available if the policy is in a special premium class as shown on the policy specifications page.

1	2	option 3		1	2	ption 3			1	2	Option 3		1	2	Option 3	
Cash or Loan	Paid Up Life	Extended Yes.	d Insurance Days	Cash or Loan	Paid Up Life	Pi	d Insurance	1 3	Cash	Paid Up Life	3 F 318 6500	d Insurance	Cash	Paid Up Life	9/2011	Insuranc
	The Later	e 40	ouys	Loan	-	Yrs. pe 41	Days	End of	Loan		Yrz. je 42	Days	Loan		Yrs.	Days
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172 257 351	511 635 732	12 12 11	53 147 259	163 249 344	484 615 717	11	192 360 157	Age 53 60 65	153 240 336	455 593 701	10 11 11	307 193	143 231 328	425 571 684	10 11 10	58 26 292
2,42	- Property	e 44				o 45	13/	End of Year	330		e 46	40	Age 47			
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-1-	Age	48			Age	49		End of Year		Ag	o 50			Ag	e 51	
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Page 10 (m 40-63)

1	2	Option 3		1	2	Option 3			1	2	Option 3		1	2 (	Option 3	U-95
Cash	Paid Up Life	CINE DE LE	Insurance	Cash	Paid Up Life	1457/97	d Insurance	-	Cash	Paid Up Life	Extende	Insurance	Cash	Paid Up Life	Extende	Insuranc
Loan	11111	Yrs.	Days	Loan	100	Yrs.	Days	End	Loan		Yrs.	Days	Loan	17	Yrs.	Days
AZZEL Z	Ag	je 52		300	Ag	e 53	lange so	of Year		Ag	e 54	5 1 H2 152	- 6 [ ] - 10 [ ]	Ag	je 55	
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16 117 228	48 289 476	5 7	69 210 86	100 213	247 444	0 4 6	284 267	Age 55 60 65	82 197	203 411	3 6	0 340 73	62 180	0 154 376	2 5	360 234
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0 75	157	0 2	0 112	50				55				2 1				

Method of Calculation—The guaranteed values for Options 1 and 2 are based on the Commissioners 1980 Standard Ordinary Table of Mortality, male and female separately. It is assumed that deaths occur at the end of the policy year. The periods of extended term insurance provided by Option 3 are determined by using the Commissioners 1980 Extended Term Insurance Table. All values are calculated using a 6 percent interest rate. The guaranteed values for any year not shown will be provided upon request. The guaranteed values under this policy are not less than the minimums required by the Standard Nonforfeiture Law of the state in which the policy is delivered.

Page 11 (m 40-63)

# **Retirement Deposit Fund Rider**

If this policy is in force on a premium paying basis we will allow you to establish a retirement deposit fund, which will permit deposits of not less than \$10.00 each to be placed with us for the purchase of an annuity as provided in the Retirement Annuity provision. All deposits will be retained by us in our general funds.

INTEREST—Annually on the policy anniversary date any amount then in the retirement deposit fund will be credited with interest compounded at the annual effective rate adopted by us for such deposits, but not less than 3-1/2 per cent. However, no interest will be credited to any amount which has been on deposit for less than one month.

RETIREMENT ANNUITY—Upon surrender of this policy on or after the 10th anniversary date, you may elect to apply all or part of the amount then in the retirement deposit fund toward the purchase of a lifetime annuity under Option 5 of the Settlement Privileges. You may also elect at such date to make a single payment to us for the purchase of an additional lifetime annuity under Option 5 of the Settlement Privileges. However, the total monthly income allowable under Option 5 through the application of the sum of the amount in the fund plus such single payment, if any, plus any existing net cash value, may not exceed \$20.00 for each \$1,000 of initial principal sum under this policy, excluding any riders. If the sum of such combined proceeds, including any single payment, exceeds that required to purchase this allowable maximum monthly income, then the excess will be paid to you in cash or, subject to our approval, may be applied toward the purchase of any annuity policy then being issued by us. Any amount of the retirement deposit fund, or of any single payment, not payable to you immediately in cash, or not applied toward the purchase of a new annuity policy, will be subject to a charge to cover premium taxes and expenses. Such charge will be equal to 5 per cent or the then effective premium tax rate in your state of residence, if higher.

DEFAULT OF PREMIUM—If any premium on this policy is not paid when due, we will charge the premium to the retirement deposit fund provided the fund is sufficient, notwithstanding any automatic premium loan provision. If the retirement deposit fund including accrued interest is not sufficient to pay at least a monthly premium on any date a premium is due, the entire fund will become payable to you in one sum, unless the difference between such premium and the amount in the fund is paid to us within the grace period provided by this policy.

TERMINATION—If this policy terminates by maturity or by reason of any nonforfeiture option becoming operative, automatically or otherwise, any amount then in the retirement deposit fund will become payable to you in one sum.

In the event of your death, any amount in the fund will become payable in one sum to your estate if you are the owner of this policy, otherwise to the owner. No beneficiary of this policy, however designated, will have any interest in or right of claim to any such amount.

WITHDRAWALS—The retirement deposit fund including accrued interest may, on any monthly policy date, be withdrawn by you upon our receipt of your written application. If withdrawal is requested subsequent to a monthly policy date, interest on the amount withdrawn will be credited only to that policy date, and the requested amount will be paid immediately. However, we may at our option defer the granting of any withdrawal for a period not to exceed 90 days after your application is received.

In all other respects the conditions, benefits and privileges of this policy will remain unchanged.

Attached to and made a part of this policy effective as of the date of issue of the policy.

FARMERS NEW WORLD LIFE INSURANCE COMPANY

J. Thomas Dillhoff

- Housedolf

00014

Robert W. Biggs

Count W. Bezig

Application to Pacific Coast Z 3003-77th Ave. Mercer Island,	one Office: S.E.	Midwes P.O. Bo	World Life J st Zone Office: ox 2529 ous, OH 43216	Soi	rance Con uthwest Zone D. Box 14903 stin, TX 7871	Offic 8	e:		Application Num	be	
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cent hospitals, programs) or undergo surger b. used barbiturate mines, marijuan narcotic, except 2. Has the Applicant: received any media	Clause ENT (For any tree years has the or advised to be the care facility (in drug or alcohundergone or try for any cause? s, heroin, cocaine a, hallucinogens or as prescribed by cal care and/or tree.	"Yes" a e Applican admitted cluding co tol rehabil been advi- opiates, an any other a physicia	inswers, please t: YES NO to any	3. F	e applicable las the Applican received any kind of blood blood pressur received any lepsy or for d digestive system, lungs vous system? ever been di been advised	nt: medica d disorre e or di medica ilsease o tem, sk s or res iagnose to rece	al care and der, choliabetes? al care and or disorded in joints, spiratory ed as havive treatn	esterol p  ifor treater of the control kidneys system, l  ving, or ment for f	ment for any roblem, high ment for spiglands, liver, and urinary brain or ner-received, or liby or AiDS	X X X	
disorders of any diabetes, stroke, o IMPORTANT: IF TH ABOVE IS "YES," I THIS APPLICATION	ancer or tumor HE ANSWER TO NO PREMIUM IS	of any kind	d? THE OUESTIONS	d 4. P	Related Complete whether or no treatment receiver tested p cy Virus (HIV)? California resistaten for lease give the necessor for your lease of the complete was not considered.	ot AIDS eived.) cositive (Wisco idents r r the pr ame an	for ARC I for Hur ensin resid need only urpose of d address	nan Imm ents need reveal re obtaining	diagnosed or nunodeficien- not resportd. esults of HIV		
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Question Natur	e and Severity of Cor of Attacks — Treatme	ndition nts Received	Onset Dates	of: Recover	у	719	of Physici	nd Address an / Hospi			
			+00	90	1 30 g	105	NW	12/2 14/2	73106 8362		

•	•	•	Applica	tion-Number
ADDITIONAL INFORMATION (For any "yes" answers, please circle applied	cable items	. <b>.</b>	SA 0095	129
I. Has the Applicant:	YES NO	•		YES NO
<ul> <li>had any application for Life, Accident or Health In- surance, or reinstatement of any policy declined, postponed, cancelled, or issued on a modified</li> </ul>		accident, sickne	received, compensation for any ess or disability?	
basis?  b. flown in the past two years other than as a fareplaying passenger on a commercial airline, or does the		or been convicted	Van et en maie de provinción de la companya de la c	· · · / · / / / / / / / / / / / / / / /
Applicant contemplate doing so in the future? If yes, please submit Aviation Questionnaire.  c. smoked within the last two years?		2. Is any insurance in the Applicant? If ADB amount below	force or pending on the life of "Yes," give face amount and w.	
d. participated in recreational activities involving professional or amateur airborne sport, powered racing vehicles, mountain climbing, rodeos, skin or scuba diving, or does the Applicant contemplate doing so in the future?		face amount, or	stop paying premiums, reduce otherwise discontinue any nce or annuity if this policy is	
LIST AND EXPLAIN ANY "YES" ANSWERS	and the same of th			
	smoke mplous		one weard ince	mua
APPLICANT'S ACKNOWLEDGEMENT & AUTHORI	10			South Live - his 4-
I authorize any licensed physician, medical practitioner, in or other medical or medically related facility, insurance of Medical Information Bureau or other organization, institution, that has any records or knowledge of me or my he to Farmers New World Life Insurance Company, or listing such information. A photographic copy of this authorization as valid as the original. In Oregon, this authorization is months from date shown below.  I understand that application for a non-smoker policy is have not smoked tobacco for at least two years immetto the date of this Application.  I (we) agree that this Application will become a part of issued by Farmers New World Life.  I declare to the best of my knowledge and belief that the and answers to the questions on this Application are true as	ospital, clinic ompany, the ution or per- perith, to give insurers, any tion shall be valid for 30 requires that diately prior the contract	1. The number shidentification nu Identification Nu 2. I am not subject to been notified by as a result of failuth has notified me the NOTE: Cross out ite that you are subject ting interest or dividing interest or dividing the IRS to receive another notified by the IRS to receive the IRS to re	crjury I, as policyowner certify to own on this form is my comber (Social Security Number	orrect taxpays or Employ ause I have no kup witholdir ands, or the II up withholdin ified by the II of underrepo er, if after beir withholding you
Upon completion of the Application, please attach agent or leave payee blank.	cbeck payabl	e to Farmers New Wo	rld Life. Do not make check pay	able to
I understand, as Applicant, that I am eligible for temporar and, 2. Questions 1. a, b, and 2 on page 1 of this Appl IMPORTANT: If these two conditions are not met, not I understand that temporary coverage for the amount applicant and deliver this application with at least 1/12th of 1. the life insurance policy applied for has been issued, than 12:01 a.m. Pacific Standard Time of the fifth day 3. FNWL receives my signed request to cancel; in which benefits will be paid if: 1. the premium check and/or drawhether sane or insene; in which case FNWL's only liab that suicide is no defense to payment of temporary ber	ry coverage if: ication are tru agent of FNW blied for (exclu the minimum or 2. I receiv after Farmers that I submit is n illity will be to	thfully answered NO.  L is authorized to acceuding ADB) or \$50,000, first year's premium to enotice that this Appli New World Life (PNV) I amount paid with this or honored by the ban or refund the premium or the premium.	pt money and no coverage is in whichever is less, will begin when the Agent. Temporary coverage cation has been declined, and in WL) has mailed a letter giving sus Application will be refunded. It is the property of the pr	effect. en I complete, e ends when: no case later ich notice, or to temporary
Signed at OKLa. City,	OK	on	June 3,	1990
x leule X		¥51	X	
The Control of the Co	e of Owner (if	other than Applicant)	Signature of Owner's Spouse, wh	ere required in
X Cam Homely	000	316 ==	community property states when a pe spouse is named primary beneficiary	rson other than y.
	s Code Number	75 35		

Home Office/Pacific Coast Zone Office: 300  Midwest Zone Office: P.O. Box 2529, Columbus, Ohio 43216 So  Answers to the Medical Examiner Forming  NAME (PLEASE PRINT)  WHO COCUPATION  THE OF BIRTH SOCIETY OF SO	33-77th withwe Part	Ave.	DATE AND REASON LAST CONSULTED	) 				
OPCSED INSURED'S MAILING ADDRESS  NUMBER  STREE  OPCSED INSURED'S MAILING ADDRESS  NUMBER  STREE  OCCUPATION  MAILING ADDRESS  NUMBER  STREE  OCCUPATION  MAILING ADDRESS  OCCUPATION  INSURED  INS	No No	5 4 A	AGENT CODE ON TOWN HOASE LY ON TOWN TO INS. FULL NAME OF ATTENDING PHYSICIAN O, OSO THUCKE NEW YEAR OLD BATE AND REASON LAST CONSULTED 3/90-	8				
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OPCSED INSURED'S MAILING ADDRESS NUMBER STREET  TO POSSED INSURED'S MAILING ADDRESS NUMBER STREET  TO POSSED IN COCCUPATION  THOUGHT ADDRESS OF ATTENDING PHYSICIAN  HAVE YOU ever consulted a physician or practitioner for, or so far as you know, ever had or been treated for: If "Yes", circle disorder.  a. High blood pressure, heart disease, heart attack, anging pectoris, chest pain, shortness of breath, stroke palpitation, irregular pulse, murmur, rheumatic fever of any other cardiovascular disorder?  b. Epilepsy, convulsions, dizziness, loss of consciousness.	No No	73/	MOUNT OF INS.  FULL NAME OF ATTENDING PHYSICIAN  O, 000 THU OF MATTENDING PHYSICIAN  DATE AND REASON LAST CONSULTED  3/90 - 1144	8				
MAPLETE ADDRESS OF ATTENDING PHYSICIAN  1908  WHATE ADDRESS OF ATTENDING PHYSICIAN  1908  WHATE ADDRESS OF ATTENDING PHYSICIAN  1908  WHATE ADDRESS OF ATTENDING PHYSICIAN  OKLD. C174. OK  Have you ever consulted a physician or practitioner for, or so far as you know, ever had or been treated for: If "Yes", circle disorder.  a. High blood pressure, heart disease, heart attack, anging pectoris, chest pain, shortness of breath, stroke palpitation, irregular pulse, murmur, rheumatic fever of any other cardiovascular disorder?  b. Epilepsy, convulsions, dizziness, loss of consciousness.	No Y	1' <i>8</i> 73/	MOUNT OF INS. FULL NAME OF ATTENDING PHYSICIAN  THU OF AND REASON LAST CONSULTED  OG 3/9/0 - 1144	<u> </u>				
Have you ever consulted a physician or practitioner for, or so far as you know, ever had or been treated for:  If "Yes", circle disorder.  a. High blood pressure, heart disease, heart attack, angine pectoris, chest pain, shortness of breath, stroke palpitation, irregular pulse, murmur, rheumatic fever or any other cardiovascular disorder?  b. Epilepsy, convulsions, dizziness, loss of consciousness.	No Y	1' <i>8</i> 73/	DATE AND REASON LAST CONSULTED  3/9/0 - 4/4	C 194.05				
Have you ever consulted a physician or practitioner for, or so far as you know, ever had or been treated for: If "Yes", circle disorder.  a. High blood pressure, heart disease, heart attack, angina pectoris, chest pain, shortness of breath, stroke palpitation, irregular pulse, murmur, rheumatic fever or any other cardiovascular disorder?  b. Epilepsy, convulsions, dizziness, loss of consciousness.	Y	1	06 3/90 · 4/4	0.1963				
Have you ever consulted a physician or practitioner for, or so far as you know, ever had or been treated for: If "Yes", circle disorder.  a. High blood pressure, heart disease, heart attack, angina pectoris, chest pain, shortness of breath, stroke palpitation, irregular pulse, murmur, rheumatic fever or any other cardiovascular disorder?  b. Epilepsy, convulsions, dizziness, loss of consciousness.	Y	1		C TELL VIII				
so far as you know, ever had or been treated for:  If "Yes", circle disorder.  a. High blood pressure, heart disease, heart attack, anging pectoris, chest pain, shortness of breath, stroke, palpitation, irregular pulse, murmur, rheumatic fever of any other cardiovascular disorder?  b. Epilepsy, convulsions, dizziness, loss of consciousness.	Y	EG NO	1 o. nave you ever:	1000 44				
<ul> <li>a. High blood pressure, heart disease, heart attack, angine pectoris, chest pain, shortness of breath, stroke palpitation, irregular pulse, murmur, rheumatic fever or any other cardiovascular disorder?</li> <li>b. Epilepsy, convulsions, dizziness, loss of consciousness.</li> </ul>		EG NS	a. Been diagnosed or treated for blood disorder or anemia?	YES N				
pectoris, chest pain, shortness of breath, ströke, palpitation, irregular pulse, murmur, rheumatic fever of any other cardiovascular disorder?  b. Epilepsy, convulsions, dizziness, loss of consciousness.	8	CO 14C	b. Sought advice or been treated because of the use of					
any other cardiovascular disorder?  b. Epilepsy, convulsions, dizziness, loss of consciousness.			alcohol?					
b. Epilepsy, convulsions, dizziness, loss of consciousness, savere headaches, tremor or incoordination or any disease	E	72	c. Been arrested or cited for intoxication or driving under the influence of alcohol or any controlled substance?	<b>0</b> 6				
SAVATA haadachas, tremor or incoordination or any disease		-/-	d. Had or been advised to have any surgical operation?					
or disorder of the brain or nervous system?	1	3 (%	e. Applied for, or ever received benefits or a pension because	_ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \				
c. Duodenal or gastric ulcer, nervous stomach, indigestion,			of an accident, sickness or disability?					
collus, diverticulitis, gall bladder disease, bleeding from			<ol> <li>Had an application for life, accident or disability insurance declined, postponed, or modified in any way?</li> </ol>					
the intestinal tract or any other disease or disorder of the stomach, liver, intestines or rectum?	ء ا '	) VZ						
d. Diabetes, disease of the thyroid or any gland?	12	- 1	16					
e. Kidnev stone or colic. syphilis, nephritis, or any disease	+	7	triglycerides?					
or disorder of the prostate or any other genito-urinary organ or any abnormality of the urine?			b. Had an X-ray, electrocardiogram or any other diagnostic	7				
Cancer, cyst, tumor, goiter, or disease of skin, breast or lymph glands? Abnormal mammogram or prostate		1 A	procedure ordered by a physician or practitioner?  c. Been admitted to, or advised to be admitted to a hospital,					
			Sanitarium, treatment center or other similar institution?					
study? Any disorder of the pelvic organs? (If applicable.)	C. R. C. Simon	<u> </u>	d Continue and bulleterm of bigonnoite let mil lensell					
<ul> <li>Tuberculosis, persistent cough or hoarseness, bronchitis, blood spitting, asthma, hayfever or any other disease or</li> </ul>			including routine examination or checkup?	Þ c				
disorder of the lungs or respiratory system?			e. Had any illness, disease or injury not included in your other answers?	□ <i>p</i> 8				
<ul> <li>Any mental or emotional disorder? Any depression, anxiety or memory loss? Any suicidal tendencies or</li> </ul>			5. Do you currently use or within the past three years have you					
attempts?	E	1 0	used or been treated for the use of barbiturates, heroin,					
i. Arthritis, gout; deformity or any disease, disorder, or injury to bones-or joints including back or spine?			oplates, amphetamines, marijuana, cocaine, hallucinogens or any other narcotic, except as prescribed by a physician					
Neuritis, muscular paralysis or weakness, amputation or		1	WANTED TO THE STATE OF THE STAT					
any other in-pairment of the extremities?	E	1 1/2	Are you now taking medication or have you been advised to take medication or treatment or have an examination or					
k. Any disease or disorder of the eyes, ears, nose or throat?	C		diamental and the state of the					
Have you ever been diagnosed as having, or received treat-			7. Indicate weight gained or lost in past year:					
ment for AIDS or AIDS Related Complex?		de	GainedLost					
Remarks. Give details to any "Yes" answer to the above								
est.# Date of Treatment Nature and Severity of Condition-Frequ	ency	of Atta	acks, Treatments Received Name and Address of Physician/Hospite	al V				
10 was 1880 fre comb. Bead	000	2	DU Wanter					
7								
J. 42 1				•				
Harris and the state of the sta	Jan 1		10. Family LIVING DECEASE					
Have you ever used any form of tobacco? Yes	No		1014	of Death				
Sigarettes, pipe, chewing tobacco, etc.)		-	Father 72 Naher	al				
umber of years since you stopped:		-	Mother 64 hil ha	m or				
eason for quitting:			Brothers #42 71,64 good 1					
			Sisters # 39,56 Some lettly recorded, to the best of my knowledge and belief. I understand that it is performed in conjunction with this examination, unless s					

#### FARMERS NEW WORLD LIFE INSURANCE COMPANY

HOME OFFICE/PACIFIC COAST ZONE OFFICE: 3003 77th Ave., S.E., Mercer Island, Weshinton 88040 MIDWEST ZONE OFFICE: P.O. Box 2529, Columbus, Ohio 43216 SOUTHWEST ZONE OFFICE: P.O. Box 149038, Austin, Taxas 78714-9038

#### PLEASE ATTACH TO YOUR POLICY

#### Dear Policyholder:

Farmers New World Life Insurance Company pioneered a new concept in life insurance coverage by allowing payment of death benefits to sustain life with hemodialysis treatment. The Company considered the advance of up to \$10,000 a year, not exceeding 50% of the available death benefit, to policyholders approved for treatment by qualified hemodialysis centers.

Keeping pace with advancements in the field of medicine, we are extending the benefit and will now consider advancing up to 50% of any life insurance policy you have in force with us (maximum payable: \$25,000), if it becomes necessary to have a transplant of the heart, liver or kidney to sustain your life.

We shall coordinate any payments made to you with health benefits that might be payable under a normal health insurance policy so you do not reduce your insurance program. Total benefits payable under all insurance programs cannot exceed the total cost to you of this life-sustaining help.

Should the need arise, write directly to us, so we may give consideration to your request.

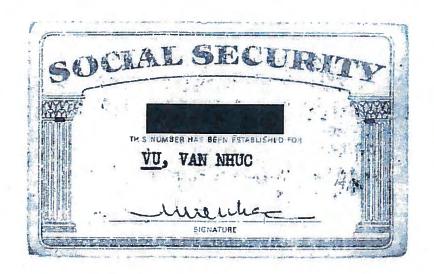
Glen Vining President

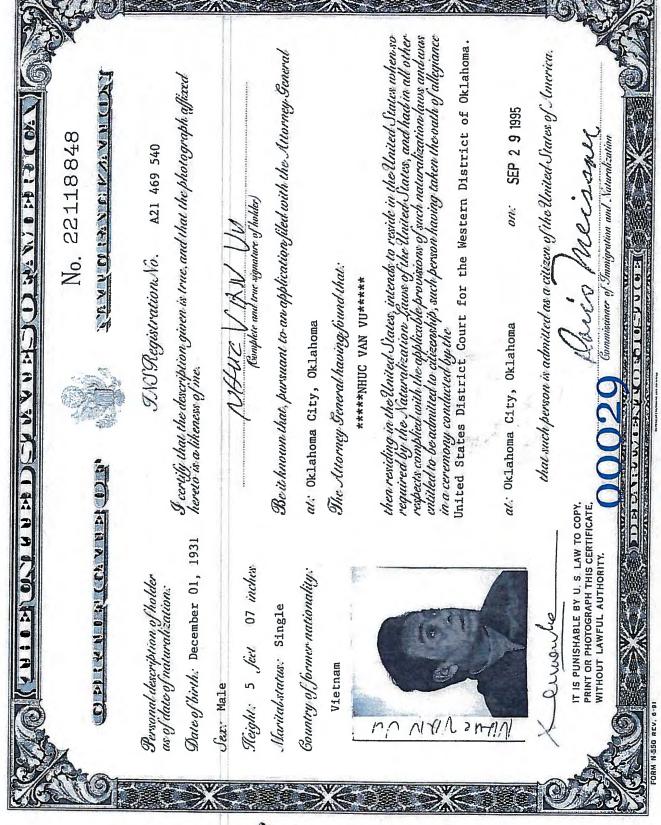
Farmers New World Life

MEMBER OF THE FARMERS INSURANCE GROUP OF COMPANIES
51-0783 9-89 1701









DAYX 11- 27- 97



# FARMERS NEW WORLD LIFE INSURANCE COMPANY

HOME OFFICE/PACIFIC COAST ZONE OFFICE:
3003 77th Avenue S.E. Mercer Island, WA 98040/(206) 232-8400
MIDWEST ZONE OFFICE: P.O. Box 2529, Columbus, OH 43216/(614) 754-9975
SOUTHWEST ZONE OFFICE: P.O. Box 149038, Austin, TX 78714-9038/(512) 244-4800
Member of Farmers Insurance Group of Companies

	Return to agent	_for delivery
M	Send directly to policy owner	

The Farmers New World Life Insurance Company is hereby authorized and requested to make the following changes in their records. The original copy of this form will be acknowledged and returned for attachment to the policy.

Address • City, State • 8 Zip Citte IANGE IN NAME	NHUC 880 4 3 OK 44 CTJ OF INSURED (Please pri	OK 7		- Lange	red eficiary
From:		374 55 31	To		
Old Name Signature			SEP 12 New Name		
IANGE IN BENEF	Marriage FICIARY — The beneficiary proceeds will be	designation u	Court Order	Correction provided. If more than one	name to a cla
CLASS	tion if split. All	living children	you wish to designate as beneficiary must be	listed by name.)	e rengenna sekula.
gentleman manufacture and a second		TRAN	BBO4 B JUDIANA ORLA CITY OK 73159	BISTER	2-25
Primary Beneficiary			ORLA CITY OK 73150	9	
	),			RECEIVE	D
Contingent Beneficiary	The state of the s			SEP 1 2 20	00
				MAIL	A. T. J. S. S.
nal Beneficiary	The Executors or Administr	ators of the la	st to die among the Insured or the Primary or C	ontingent Beneficiaries	Company Company
Complete the following:	with any other bene	clude former children hiciaries of the resp request that if any li ide in the same ma	on as Primary Beneticiary Contingent Baneticiary ione sective designated class, whether Primary or Contingent, (See re beneticiary named above des before 15 or	rck one) to snate and share allier sur-	hilefrien "
		d by Insured's	Last Will and Testament and Paragraph I on re	verse side applles.	
NAME OF TRUSTEES				r & STATE ph 2 on reverse side applic	as trustee(s) es.
s change of benefite back to and tal	Annual Control of the	when registere	ed by the Company, but when so registered, whe	ether the Insured be then liv	ing or not, st
	YOWNER'S SPOUSE (II policy is cor	піпыліту ргорентуї	PO	LICYOWNER	

#### GENERAL CONDITIONS

If no designated Beneficiary survives the insured, then the policy proceeds shall be payable to the estate of the Policyowner, runless otherwise provided in the policy.

DEFINITION OF OTHER CHILDREN — The words "other children" as used herein shall mean issue of the present marriage of the Primary Beneficiary and the insured only, born prior to the expiration of 10 months from the date of the insured's death, and shall not include the issue of any such children.

DEFINITION OF POWER OF APPOINTMENT—It elected, the Primary Beneficiary, after the death of the Insured, shall have the sole and exclusive power to designate his or her estate or any person as beneficiary to receive any proceeds of the policy remaining payable after his or her death to the exclusion of any previously designated Contingent Beneficiary, provided the Primary Beneficiary exercises such power during his or her lifetime by an instrument in writing submitted to the Company. (This is often used in Non-Community Property states in the interest of qualifying for marital deduction.)

DETERMINATION OF BENEFICIARY — The Company may rely upon the affidavit of any named beneficiary or any responsible persons in determining the beneficiary entitled to payment. Any payment made by the Company in good faith based on such affidavit will discharge the Company of all obligation.

PENDTHRIFT CLAUSE — No beneticiary shall have the right to assign, withdraw, encumber or commute any of the proceeds unless provided otherwise. The proceeds shall not be subject to the claims of any creditors of any beneficiary.

ANNUITIES— In case of an Annuity Contract; the term "Insured" shall refer to the annuitant and the term "Policy" shall refer to the Annuity Contract.

MINOR BENEFICIARIES — Unless otherwise provided by statute, any payment to a minor beneficiary will be made only to a court-appointed guardian of the beneficiary's estate, and any right, option or privilege given the minor may be exercised only by such guardian.

#### TRUSTEE DESIGNATIONS

The Company is not required to determine the qualifications of a beneficiary named as Trustee nor to verify the continued existence of any trust agreement. Payment to a Trustee will discharge the Company of all obligations.

- 1.— Payment shall be made in one sum to the Trustee(s) named in the Last Will and Testament of the Insured, or to the successors in trust, but in the event of the failure of the Trustee to be appointed or to qualify as such, within 12 months, by reason of non-problate of any Will to that effect, or for any reason whatsoever, payment of proceeds of said policy shall be made in one sum to the Contingent Beneficiary, if living; otherwise, to the estate of the Policyowner.
  - 2. Payment shall be made in one sum to the designated Trustee, or to the successors in trustaunder saldstrust agreement and supplements and amendments thereto, if said agreement shall be in force at the death of the Insured; and, if not, to the "Contingent Beneficiary, if living; otherwise, to the estate of the Policyowner."



HOME OFFICE / MERCER ISLAND LIFE OFFICE

3003 77th Avenue S.E., Mercer Island, Washington 98040-2890 / Call: (206) 232-8400 / FAX: (206) 236-6842

**COLUMBUS LIFE OFFICE** 

Company® P.O. Box 2529, Columbus, Ohio 43216-2529 / Call: (614) 764-9975 / FAX: (614) 788-7519

September 14, 2000

NHUC V VU 8804 S INDIANIA OKLAHOMA CITY OK 73159

FRETISED:

NHUC-V-VII

POLICY NO:

003227280

Dear Nhuc:

We have completed your request to change beneficiary. Please attach the enclosed form(s) to your policy contract.

We look forward to continuing to serve your insurance needs as a valued policyholder. If you have any questions, please contact your Farmers agent or the appropriate office listed above.

Sincerely,

Customer Service Policy Changes Department Columbus Life Office

:db

Encl.

cc:

08-35-038

Member of Farmers Insurance Group of Companies®





# Of the United States,

en Order to form a more perject Union, establish fastice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Pusterity, do ordain and establish this Constitution for the Luited States of America.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

#### PASSIPORT PASSIPORT PASSIPORTE



# INVIPED STAVIES OF AMIERICAL

Pype / Type / Type Code / Code / Codigo Passport No / No. du Passeport / No. de Pasaporte

P USA

Surname / Nom / Apellidos

VU

Given Names / Prénoms / Nombres

NHUC VAN

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de natssance / Fecha de nacimiento

01 Dec 1931

Place of birth / Lieu de naissance / Lugar de nacimiento

VIETNAM

Date of issue / Date de délivrance / Fecha de expedición

13 Mar 2008

Date of expiration / Date d'expiration / Fecha de caducidad

12 Mar 2018

Endorsements / Mantions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

439282197

M

Authority / Autorité / Autoridad

United States
Department of State



4392821977USA3112010M1803127227670777<661082





Farmers New World Life Insurance Company

PO Bax 248831, Oklahoma City, OK 73124-8831 Annuity Services: (206) 236-7988 Fax: (877)514-7138 Claims Dept. Fax: (866) 659-3320 Columbus Life Office: Phone: (614) 764-9975 Fax: (866) 480-5503 Mercer Island Life Office: Phone: (206) 232-8400 Fax: (866)480-5499

KIM TRAN 8804 S INDIANA AVE OKLAHOMA CITY, OK 71359

INSURED:

NHUC VU, DECEASED

POLICY NO:

003227280

Dear Ms. Tran:

Please accept our condolences on the death of your brother.

When we wrote to you previously we had not yet reviewed our records for this policy. We have now reviewed our records and we are writing to confirm that you are the beneficiary on this policy.

In order to process your claim as quickly as possible and since Mr. Vu's death occurred in a foreign country, we will need the following documents:

- Claimant's Statement for Insurance Proceeds form completed and signed by the beneficiary
- Authorization to Obtain Information signed by the next of kin
- The official Death Certificate issued in the country where the death occurred
- Foreign Death Questionnaire must be completed and should include all pertinent claim information
- A completed Report of the Death of an American Citizen Abroad, if applicable
- Form W-8BEN completed if the beneficiary has not been issued a Social Security No.
- The original policy

Submit the original signed documents only. We cannot accept photocopies or faxed copies. A certified Death Certificate is one that has been certified by the local Bureau of Vital Statistics or other responsible agency, and bears a raised or colored seal. Please do not have the documents translated as we use a certified translation service. Once we have reviewed the documents, we will contact you promptly if anything further is required.

It is our routine procedure to have our representative verify the information provided directly from the sources in Vietnam once all claim requirements have been received. Because our evaluation is dependent upon responses from parties in another country, the process of concluding our handling can take time. We will do everything we can to obtain timely responses so that the claim can be finalized as quickly as position

INSURED:

NHUC VU, DECEASED

POLICY NO:

003227280

If you have any questions, you may call or e-mail us using the contact information below.

Sincerely,

Reed Baker

Life Claims Department
Farmers New World Life Insurance Company
(206) 275-8133
life.claims@farmersinsurance.com

C: 08-35-38 HARRY HALE 7840 S PENNSYLVANIA OKLAHOMA CITY, OK 73159

# (TT s6: 08.a/2010/TT-BTP)

## CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM Độc lập - Tự do - Hạnh phúc

Số: 142/2013 Quyển số: 01

## GIÁY CHÚNG TỬ (BAN SAO)

Ho và tên:

VŨ VĂN NHÚC Giới tính:

Nam

Ngày, tháng, năm sinh:

01/12/1931

Dân tộc:

Kinh

Quốc tịch:

Viêt Nam

Nơi thường trú/tạm trú cuối cùng: khóm Vĩnh Tây 2, phường Núi Sam,

thành phố Châu Đốc, tỉnh An Giang.

Số Giấy CMND/Hộ chiếu/Giấy tờ hợp lệ thay thế:

Đã chết vào lúc: 06 giờ 55 phút, ngày 19 tháng 10 năm 2013

Nơi chết: 357/25 Tân Hòa Đông, phường Bình Trị Đông, quận Bình Tân,

thành phố Hồ Chí Minh.

Nguyên nhân chết:

Bênh.

Giấy báo từ/Giấy tờ thay thế Giấy báo tử do: Ông Phạm Hạnh Thủy, Phó Chủ tịch phường Bình Trị Đông, quận Bình Tân, thành phố Hồ Chí Minh. Cấp ngày 21 tháng 10 năm 2013

Nơi đăng ký:

Ủy ban nhân dân phường Núi Sam.

Ngày, tháng, năm đăng ký:

29/10/2013

Ghi chú:

NGUÒI THỰC HIỆN (Đã ký)

Lê Minh Tâm

NGƯỜI KÝ GIÁY CHỨNG TỬ PHÓ CHỦ TỊCH (Đã ký)

Nguyễn Văn Hùng

Sao từ Sổ đăng ký khai từ Ngày 25 tháng 12 năm 2014

NGƯỜI KÝ BẢN SAO GIẤY CHÚNG TỬ

(Ký, ghi rõ họ tên, chức vụ và đóng dấu) PHÓ CHỦ TỊCH

Lê Heang Phương



December 31st 2013

Barry Hale, Agent. Hale Insurance Agency 7840 S Pennsylvania Oklahoma City, OK 73159 (405) 682-5200 bhale@farmersagent.com

US Embassy Ho Chi Mien City Vietnam

Our client, Nhuc Vu, passed away while living in Vietnam on October 19<sup>th</sup>, 2013..He had a life insurance policy with Farmers New World Life, policy number 003227280. In order for us to process the death claim, we are in need of an original death certificate, which, we understand, you will be able to provide.

A death certificate is also needed by his power of attorney in Oklahoma City, OK to present to the local Social Security Office in order to stop retirement benefits. Mr. Vu's social security number is and his date of birth is 12/01/1931.

Please do not hesitate to contact our office if further information is needed.

Thank you for your assistance in this matter.

Regards.

Barry Hale, Agent Farmers Insurance Hale Agency

Farmers Insurance Exchange

Mid Century Insurance Company

0.0.0

Fire Insurance Exchange

Farmers New World Life Insurance Company

Farmers Group, Inc.



December 23, 2013

Farmers New World Life Insurance Company

PO Box 248831, Oklahoma Cirx OK 73124-8831 Annuity Services: (206) 236-7988 Fax: (877)514-7138 Claims Dept. Fax: (866) 659-3320 Columbus Life Office: Phone: (614) 764-9975 Fux: (866) 480-5503 Mercer Island Life Office: Phone: (206) 232-8-100 Fax: (866)-480-5-199

KIM TRAN 8804 S INDIANA AVE OKLAHOMA CITY, OK 71359

INSURED:

NHUC VU, DECEASED

POLICY NO:

003227280

Dear Ms. Tran:

On December 9, 2013 we sent to you a letter informing you of additional documents that are required before we are able to review your claim. We have not yet received those required documents.

Please provide us with the following documents:

- The official original Death Certificate issued in the country where the death occurred
- A completed Report of the Death of an American Citizen Abroad, if applicable

Submit the original signed documents only. We cannot accept photocopies or faxed copies. A certified Death Certificate is one that has been certified by the local Bureau of Vital Statistics or other responsible agency, and bears a raised or colored seal. Please do not have the documents translated as we use a certified translation service. Once we have reviewed the documents, we will contact you promptly if anything further is required.

It is our routine procedure to have our representative verify the information provided directly from the sources in Vietnam once all claim requirements have been received. Because our evaluation is dependent upon responses from parties in another country, the process of concluding our handling can take time. We will do everything we can to obtain timely responses so that the claim can be finalized as quickly as possible.

If you have any questions, you may call or e-mail us using the contact information below.

Sincerely

Reed Baker

Life Claims Department

Farmers New World Life Insurance Company

(206) 275-8133

life.claims@farmersinsurance.com

C: 08-35-38

**BARRY HALE** 

OKLAHOMA CITY, OK 73159 00069

24-7173 6-12

I NEED A DEATH CERTIFICATE
TO CONCLUDE HIS BUSINESS
ATTAIRS



# Claim - Fraud Warnings and Other Notices

Please review the warning and/or notice applicable to your state, if any.

Alabama, Arkansas, Louisiana, Rhode Island and West Virginia — Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Alaska - A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arizona – For your protection, Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

California – For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado — It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Delaware – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information, is guilty of a felony.

District of Columbia - "WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person." Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant."

Florida - Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.

Idaho - Any person who knowingly and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony.

Illinois — Is this claim is not paid within 31 days from the date our company receives due proof of loss, interest will be included in the total amount payable at the rate of 10% on the total amount payable or the face amount, if payments are to be made in installments, from the date of death to the date of payment of claim.

(Public Act 96-1513, the "Civil Union Law") Farmers New World Life Insurance Company recognizes civil unions entered into in accordance with Illinois law. Parties to a civil union are treated identically to spouses of a marriage.

Indiana - A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Kentucky – Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

Maine – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland – "Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Minnesota — A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire — Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Farmers New World Life Insurance Company

Mercer Island Life Office: 3003 77th Ave. S.E., Mercer Island, WA 98040-2890 (206) 232-8400 Life Chima Departure (206) 236-6616\* / Fax: (866) 659-3320 (\*Collect calls accepted)

Page 1 of 2

MIM 6256 (5/12)

Fraud Warnings — Claims



### Farmers New World Life Insurance Company

PO Box 248831, Oklahoma City, OK 73124-8831 Annuity Services: (206) 236-7988 Fax: (877)514-7138 Claims Dept. Fax: (866) 659-3320 Columbus Life Office: Phone: (614) 764-9975 Fax: (866) 480-5503 Mercer Island Life Office: Phone: (206) 232-8400 Fax: (866)480-5499

KIM TRAN 8804 S INDIANA AVE OKLAHOMA CITY, OK 71359

INSURED:

NHUC VU. DECEASED

POLICY NO:

003227280

Dear Ms. Tran:

On December 23, 2013 we sent to you a letter informing you of additional documents that are required before we are able to review your claim. We have not yet received those required documents.

Please provide us with the following documents:

- The official original Death Certificate issued in the country where the death occurred
- A completed Report of the Death of an American Citizen Abroad, if applicable

Submit the original signed documents only. We cannot accept photocopies or faxed copies. A certified Death Certificate is one that has been certified by the local Bureau of Vital Statistics or other responsible agency, and bears a raised or colored seal. Please do not have the documents translated as we use a certified translation service. Once we have reviewed the documents, we will contact you promptly if anything further is required.

It is our routine procedure to have our representative verify the information provided directly from the sources in Vietnam once all claim requirements have been received. Because our evaluation is dependent upon responses from parties in another country, the process of concluding our handling can take time. We will do everything we can to obtain timely responses so that the claim can be finalized as quickly as possible.

If you have any questions, you may call or e-mail us using the contact information below.

Sincerely, 100

Reed Baker

Life Claims Department

Farmers New World Life Insurance Company

(206) 275-8133

life.claims@farmersinsurance.com

C: 08-35-38

**BARRY HALE** 

7840 S PENNSYLVANIA

OKLAHOMA CITY, OK 73159 00075



Farmers New World Life Insurance Company

PO Box 248831, Oklahoma City. OK 73124-8831 Annuity Services: (206) 236-7988 Fax: (877)514-7138 Claims Dept. Fax: (866) 659-3320 Columbus Life Office: Phone: (614) 764-9975 Fax: (866) 480-5503 Mercer Island Life Office: Phone: (206) 232-8400 Fax: (866)480-5499

KIM TRAN 8804 S INDIANA AVE OKLAHOMA CITY, OK 71359

INSURED:

NHUC VU, DECEASED

POLICY NO:

003227280

Dear Ms. Tran:

On January 13, 2014 we sent to you a letter informing you of additional documents that are required before we are able to review your claim. We have not yet received those required documents.

Please provide us with the following documents:

- The official original Death Certificate issued in the country where the death occurred
- A completed Report of the Death of an American Citizen Abroad, if applicable

Submit the original signed documents only. We cannot accept photocopies or faxed copies. A certified Death Certificate is one that has been certified by the local Bureau of Vital Statistics or other responsible agency, and bears a raised or colored seal. Please do not have the documents translated as we use a certified translation service. Once we have reviewed the documents, we will contact you promptly if anything further is required.

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If you have any questions, you may call or e-mail us using the contact information below.

Sincerely 102

Reed Baker

Life Claims Department

Farmers New World Life Insurance Company

(206) 275-8133

life.claims@farmersinsurance.com

C: 08-35-38

BARRY HALE

OKLAHOMA CITY, OK 73159 00076

24-7173 6-12



## **Social Security Administration**

**Dallas Region** 

200 NE 27<sup>th</sup> Moore, OK 73160-4104

1-866-964-4260

November 17, 2014

Kim Ngoc Tran 8804 S Indiana Ave Oklahoma City, OK 73159

Dear Mrs. Tran,

We spoke with you today about the death of Mr. Nhuc Vu. We have input the death of your brother into our records and the benefits have been stopped.

Sincerely,

Social Security Administration Service Representative Moore, OK 73160

SOCIAL SECURITY OFFICE 200 N.E. 27TH MOORE, OK 73160-4104 FARMERS NEW WORLD LIFE INSURANCE COMPANY® P.O. BOX 894728, LOS ANGELES, CA 90189-4728 (614-764-9975)



### **BILLING STATEMENT**

MARCH 23, 2015

NHUC V VU 8804 S INDIANA AVE OKLAHOMA CITY OK 73159-6209

Agent: BARRY G HALE Phone: 405-682-5200

BILLING INFORMATION (use Remittance Form below when sending payment)

Insured NHUC V VU

Policy Number

Premium Due Date Number Of Months

Description

Amount

003227280

04-18-15

01

PREMIUM

91.43

### TOTAL DUE

91.43

RETIREMENT: A DREAM OR REALITY? Help provide for a comfortable and enjoyable retirement.

Contact your Farmers Representative for more information.

If the premium payment is not received by the due date, the policy may lapse for nonpayment of premiums.

Ask your Farmers Representative how you can save time and money by making your payments through Electronic Funds Transfer (EFT)

Return bottom portion with payment

REMITTANCE FORM

Total Due:

91.43

NHUC V VU

Amount enclosed:

If you are paying other than the Total Due, please indicate the reason on the other side of this

Please write your policy number on your check payable to FNWL.

(For Home Office use only)

NHUC V VU

003227280

04-18-15

01 2002 103 08 91.43 2002

26-0534 1-14 1012

### **Important Notice**

Your cancelled check will show that payment was received. No check, draft or money order which is invalid or dishonored shall constitute payment.

Depending on the type of policy, failure to pay all premiums billed may jeopardize continuation of coverage. Please refer to the policy provisions regarding premium payments, lapse and grace period. If you have any questions, please contact your agent or our office (shown on the front of this notice). Any lapse or termination prior to the due date will not be affected or waived by the sending of this notice or by the payment of the amount shown on the reverse side.

### Loan Balance

At least annually, we will notify you of any Loan Balance on the policy. Payments to reduce the Loan Balance may be made at any time. The payment may be included with the regular premium remittance. Depending on the type of policy, loan interest is due at the beginning OR at the end of each policy year. The Loan Balance stated does not reflect the current interest billed for a policy with interest due at the end of the policy year. Please refer to your policy provisions regarding loan value, interest and repayment.

### Deposit Fund / Accumulation Account Balances

If the policy includes Deposit Fund and/or Accumulation Account features, we will notify you, at least annually, of any balance(s). Additional payments may be made in accordance with our established company guidelines.

you are paying other than the Total Due, please indicate the reason below:			FOR ADDRESS CHANGE OR CORRECTION ONLY				
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Farmers New World Life PO Box 894728 Los Angeles, CA 90189-4728  [11] Ling [1] [1] [1] [1] [1] [1] [1] [1] [1] [1]			ADDRESS	Mary Comment	Market Son Pro		
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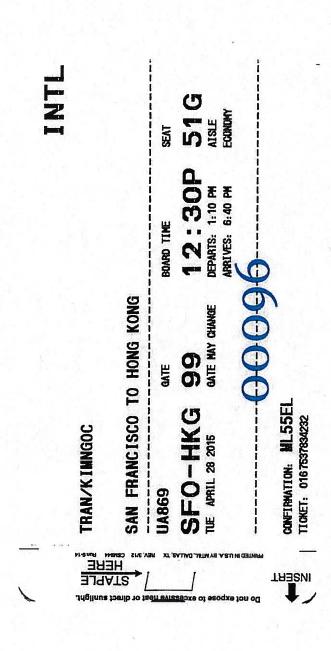
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Oklahoma City to San Francisco

Gate May Change Boarding Ends: 7:05 AM window Flight Departs: 7:20 AM Economy Flight Arrives: 9:02 AM 6:55AM BOARDING BEGINS

Operated by Skywest Airlines dba Confirmation: MLSSEL

eTicket 01675378342326





ericket 01675378342326



# It's all yours with the United MileagePlus\* Explorer Card.

Free checked bag¹

operated flights when you purchase your lickets with your MileagePlus Explorer Card. You and one companion can each check your first standard bag for free on United-

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Priority boarding privileges

You'll be invited to board United-operated flights before general boarding. Two one-time use United Club" passes

Each year, you'll get two one-time use passes you can use to relax when traveling.

Double miles on United tickets

Earn 2 miles per \$1 spent on tickets purchased from United and 1 mile per \$1 spent on everything else.

· Use miles to book any seat, any time

If seats are available for sale on any United-operated flight, you can use miles to book an award ticket at the MileagePlus Standard Award level.

For additional details and to apply, please visit UnitedExplorerCard.com.

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CSM957 United MileagePlus: Miles accrued, awards, and benefits issued are subject to the rules of the United MileagePlus: Interaction. For details, she ware united com



# It's all yours with the United MileagePlus® Explorer Card.

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Use miles to book any seat, any time
 If seats are available for sale on any United-operated flight, you can use miles to book an award licket all the MileagePlus Standard Award level.

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# It's all yours with the United MileagePlus Explorer Card.

Free checked bag<sup>1</sup>

You and one companion can each check your first standard bag for free on United-operated flights when you purchase your tickets with your MileagePlus Explorer Card

Priority boarding privileges

You'll be invited to board United-operated flights before general boarding.

• Two one-time use United Club\* passes Each year, you'll get two one-time use passes you can use to relax when traveling.

Earn 2 miles per \$1 spent on tickets purchased from United and 1 mile per \$1 spent on everything else. **Double miles on United tickets** 

If seats are available for sale on any United-operated flight, you can use miles to book an award tickel at the MileagePlus Standard Award level. Use miles to book any seat, any time

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Acrounts subject to credit approval. Restrictions and limitations copyl, United witheagePus gredit cards are issued by Onse Bank USA, IN A Other subject to trust. See www.UnitedExplacerCard.com for pricing and reviends details.

CS1H67



May 21, 2015

### Farmers New World Life Insurance Company

PO Box 248831, Oklahoma City, OK 73124-8831 Columbus Life Office: Phone: (614) 764-9975 Fax: (866) 480-5503 Mercer Island Life Office: Phone: (206) 232-8400 Fax: (866) 480-5499

KIM TRAN 8804 S INDIANA AVE OKLAHOMA CITY, OK 71359

INSURED:

NHUC VU, DECEASED

POLICY NO:

003227280

Dear Ms. Tran:

This letter is to inform you of the status of your claim on this policy.

It is our routine procedure to have our representative verify the information provided directly from the sources in Vietnam. Because our evaluation is dependent upon responses from parties in another country, the process of concluding our handling can take time. We will do everything we can to obtain timely responses so that the claim can be finalized as quickly as possible.

If you have any questions, you may call or e-mail us using the contact information below.

Sincerely

Reed Baker

Life Claims Department
Farmers New World Life Insurance Company
(206) 275-8133
life.claims@farmersinsurance.com

C: 08-35-38 BARRY HALE 7840 S PENNSYLVANIA OKLAHOMA CITY, OK 73159

00108

I

OKLAHama 4-6- 2015 Kinh goi lanh Las FORMERS Life Goi tên : Kim NGOC TRAM - hiện Cil mgu Số mha # .8804 . S. INDIANA. AVE, OKLAHOMA GITY . OK 73159 hom may to xim viet la thue may xin trinh bay đến quy ông một Sư việc như Sau., Coi co' người anh tên là = Nhue van vu -Sanh thang - 12-1-1931 - tai Việt Kam, Số' Social Secuty # 586-44 - 2594, anh toico Anua life IN Surance parmers thang 7- 18- 1990 la 20.000.00 (hai chie ngan to), ten mam 2000 thianh toi muon ve viet wam 8, mhưng anh toi đi đi - Và về về 8' Mỹ và việt ram, thi tôn và anh khuc Co' đến bao với ông Barry HALE - Agent ; và Rôi

Bảo hiệm văn hãng thang lay tiên Thong Bank MMB Cua anh Khie' la 70.65, va hang Nam vận gời thờ về để đơi tiên lời mã Tribe . Kia anh Mhuc' co' milon cua Farmers, mhing tor van thay anh tor trà tiên khi bao hiệm farmers to:, The gian han 13 man and solve 8' viet Ham toi van thường xuyên liên lac với anh Nhưc, sthang 2, 3 lan , và hàng mam tôn về việt mam tor van tor tham va co's lar cha vor anh tor 1,2 may cung vor gia - dinh anh thee! - đến ngay thứ 6 luc 198 go tôi tại oklatoma thang 10-19-2013 là con dan anh thuc'ten là Chiều 33 phone # 0937039243 ; hiện al

上

Kogu Sô' Nhà # 357/25 , Khu phố 13 , Dường · Tan Hoa Bong, Ap. 10, Binh chanh, Thanh phố' Ho chi Winh - Viet Bom - (Sai gon) là mo bao Rong Anh Nhuc da chêt koi 6:55 Sang viet wam, đến Chứ thui - 10 - 22 - 2013; toi đến Văn phong gap ong BARRY HALE - Agent, bao tim cho ông biết là anh while van vu chết kôi, thi ông barry HALE moi voi toi, Khi mão do giág Khai từ thi đem đến! thời gian 5 - 6 thang tới không mhan Lube gay Khar the Cua gia dinh anh Mohne gri cho toi; San To toi co' mho mot anh may ô u. Nam do ban tôi giời thiển anh may tên Kguyên Đưc Thanh, hiện 3' thành phố Hô chi Minh, Số phone # 0908760010, có đến Cổ

quan noi dia philong anh Nhue & how This mo ho Sae That là ông Khuc chết 10-19-2013 nhưng ho Không Cấp giấy Khai từ mã ho chi? Cap giay di chujen Sae anh Nhuc' ve que 3' Châu đốc - tinh tiên Giang để? chôn thời, ho moi anh Thanh Không phải là người Trong gia định mên họ không có quyển đưa và Cap lai giay! Kinh thưa quy ông! nhưng tôn có giảy aca van phong So kinky ty, ching nhan lor Rhai Cua toi la Su that anh Mhué chết và đã cất quyển loi của anh Khuế kôi, và UMB Bank Gia anh Như Cũng chấp nhận lời Khai Cua ton la anh Khuc'chet Ron , va MN B Bank

and for the lai do to the this hidra luc chap when the tor dust when so tien ma phap high va xin quy any grav quyet va for xin hom toon chie Thoch whien town new to. Wha yan do. Alwing dung si that whing Do. Alla: Aren day aux to. la sa that quan quy and lay then au set va ching when Achue in chet kor ! the hinh mong to Va van phony who Bank, Sac this Du anh Administration Social SEcurity Administration hink then guy ang, tor thist noth so has. int print Sou do his dong bank ums do anh whuc da tha les tien the so thung to pa

anh tôn: trong thời gian hòn 23 năm

anh Nhưc' đã đơng cho hong Bão Luin

FARMES LITE INSUENCE COMPANY, Kinh

mong quý ông mhân mòi đây long thành

Kinh và gi ôn Cuả tòi!

aklattoma 4 - 6 - 2015

Kim NGOC TRAN

Mu

000114



